

State of New Jersey



Department of State

I, the Secretary of State of the State of
New Jersey, do hereby Certify, that _____

Marlton Village Home Owners Association

was duly incorporated under and by virtue of the laws of this State, by
a Certificate filed in this Department on the 26th day
of December A.D. 1972, which Certificate had previously
been recorded, as required by law in the office of the County Clerk of
the County of Burlington, as appears by the
certificate of said County Clerk endorsed thereon.

In Testimony Whereof, I have hereunto
set my hand and affixed my Official
Seal at Trenton, this 26th
day of December A.D. 1972.



Robert M. Faluy

ASSISTANT Secretary of State

This Indenture, MADE THE

day of November in the year
of our Lord one thousand nine hundred and seventy-two.

Between Marlton Circle Partnership, a New Jersey
co-partnership, party

of the first part, and Marlton Village Home Owners Association,
a New Jersey non-profit corporation, party

of the second part:

Witnesseth, That the said party of the first part, for and in consideration of
the sum of One Dollar (\$1.00)

lawful money of the United States of America

well and truly paid by the said
party of the second part to the said party of the first part, at and before the en-
sealing and delivery of these presents, the receipt whereof is hereby acknowledged,
has granted, bargained, sold, aliened, enfeoffed, released, conveyed
and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff,
release, convey and confirm, unto the said party of the second part,
heirs and assigns, ALL

ALL THAT CERTAIN tract or parcel of land in the Township of Evesham,
County of Burlington, and the State of New Jersey being more
particularly described as follows:

BEGINNING at a point in the Southerly line of Marlton Pike (66.00 feet
wide), where the same is intersected by the Westerly line of lands
now or formerly of Griscom, said beginning point also being N. 77°
27' 56" W. 1034.10 feet as measured along said Southerly line of
Marlton Pike from its intersection with the Westerly line of Cropwell
Road (49.50 feet wide) and from said beginning point runs; thence,
along the aforesaid Griscom (1) S. 12° 32' 25" W. 300.44 feet to a
point corner to the same; thence, still along the same (2) S. 77°
27' 35" E. 797.51 feet to a point in line of lands now or formerly
of the Society of Friends; thence, along the same (3) S. 14° 55' 25"
W. 170.58 feet to a point corner to the same; thence, still along the
same (4) S. 76° 39' 35" E. 209.94 feet to a point in the afore-
mentioned Westerly line of Cropwell Road; thence, along the same (5)
S. 21° 07' 39" W. 631.65 feet to an angle point in the same; thence,
still along the same (6) S. 19° 59' 17" W. 156 feet more or less to
a point in the centerline of the South Branch of the Pennsauken
Creek, said creek also being the division line between the Counties
of Burlington and Camden; thence, along the same the various courses
and distances thereof in a general Westerly direction (7) 2,305 feet
more or less to a point in line of lands now or formerly of Charles

Collins; thence, along said Collins (8) N. 17° 58' 27" E. 143 feet more or less to a point corner to the same; thence, still along the same (9) N. 25° 11' 50" W. 562.56 feet to a point in the aforementioned Southerly line of Marlton Pike; thence, along the same (10) S. 77° 27' 56" E. 1535.88 feet to the point and place of beginning.

SAID ABOVE described tract of land containing within said bounds 37.77 acres more or less.

EXCEPTING thereout and therefrom the above described tract of land the following parcels as illustrated on plan of "Marlton Center - Section 1" prepared by Taylor, Wiseman & Taylor and dated February, 1972:

Blocks 23:01 through 23:46, the land lying within the bed of Village Road (52.00 feet wide) and the strip of land (10.00 feet wide) dedicated to the County of Burlington for right of way widening.

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues, and the profits thereof, and of every part and parcel thereof: And also, all the estate, right, title, interest, property, possession, claim, and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances:

To have and to hold the said premises, with all and singular the appurtenances, unto the said party of the second part, its administrators ~~and assigns~~, to the only proper use, benefit and behoof of the said party of the second part, its administrators and assigns forever.

UNDER AND SUBJECT, nevertheless, to certain restrictions and easements of record.

AND the said party of the first part

its ~~heirs~~, executors and administrators ~~do~~ es by these presents covenant, grant and agree to and with the said party of the second part, its administrators ~~and assigns~~, that it the said party of the first part, its

heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended to be so, with the appurtenances unto the said party of the second part, its administrators and assigns, against the said party of the first part, its

heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof,

SHALL and WILL forever DEFEND.

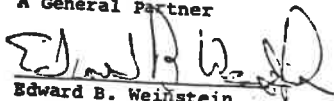
WARRANT and

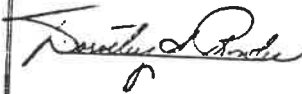
In Witness Whereof, the said party does hereunto set its hand and seal of the first part to these presents first above written. dated the day and year

SIGNED, SEALED AND DELIVERED }
IN THE PRESENCE OF }

MARLTON CIRCLE PARTNERSHIP

BY: CROPWELL CO., INC.,
A General Partner

BY: 
Edward B. Weinstein
Secretary, Cropwell Co., Inc.



STATE OF PENNSYLVANIA }
COUNTY OF MONTGOMERY } ss.

Be it Remembered, that on this 1st day of November
in the year of our Lord one thousand nine hundred and seventy-two
before me, the subscriber, a Notary Public in and for the County of Montgomery,

personally appeared Edward B. Weinstein, Secretary of Cropwell Co., Inc.,
a general partner of Marlton Circle Partnership

who, I am satisfied is the grantor mentioned in the above deed or conveyance and acknowledged that he signed, sealed and delivered the same as his act and deed. The full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P. L. 1968, c. 49, Sec. 1(e), is \$ 1.00. All of which is hereby certified.

Dorothy S. Bowles

DOROTHY S. BOWLES, NOTARY PUBLIC
JENKINTOWN BOROUGH
MONTGOMERY COUNTY
MY COMMISSION EXPIRES SEPT. 2, 1976

Deed

MARLTON CIRCLE PARTNERSHIP

TO

MARLTON VILLAGE HOME OWNERS ASSOCIATION

Dated 1st 19

Received in the

office of the County of

on this 1st day of

A. D. 19 1972 at 1st o'clock in

the 1st room, and recorded in Book

100 of DEEDS

for said County, on page 100

BYLAWS

OF

MARLTON VILLAGE HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the corporation is MARLTON VILLAGE HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Old Marlton Pike and Cropwell Road Marlton, N.J., but meetings of members and directors may be held at such places within or without the State of New Jersey as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the MARLTON VILLAGE HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "The Properties" shall mean and refer to those lands described in Exhibit A attached to and forming a part of a certain Declaration of Covenants and Easements (hereinafter called "Declaration") made by Marlton Circle Partner and any additions thereto which hereafter may be brought

within the jurisdiction of the corporation by annexation, as provided in the Declaration and the Articles of Incorporation.

Section 3. "Common Areas" shall mean and refer to all real property owned by the corporation for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land intended and subdivided for residential use, shown upon the recorded subdivision map of The Properties, but shall not include the Common Areas as herein defined.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 1, of the Declaration.

Section 7. "Declarant" shall mean and refer to Marlton Circle Partnership, its successors and such of its assigns as shall acquire more than one undeveloped Lot (or any portion of Marlton Village which has not been subdivided into Lots) from the Declarant for the purpose of development, provided, however, that an assignee of a Declarant shall be

deemed a Declarant only with respect to that portion of Marlton Village conveyed to such assignee by a deed of conveyance which specifically grants to the assignee the rights of a Declarant and sets forth the number of Class B votes, as hereinafter set forth, which said assignee may be entitled to exercise.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants and Easements applicable to The Properties recorded or to be recorded among the land records in the Office of the Clerk of Burlington County, New Jersey.

ARTICLE III

MEMBERSHIP; PROPERTY RIGHTS; RIGHTS OF ENJOYMENT

Section 1. Membership. Membership in the Association shall be governed by Article IV, Section 1, of the Declaration.

Section 2. Suspension of Membership. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against each owner of land and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration to which The Properties are subject. During any period in which a Member shall be in default in the payment of any

annual or special assessment levied by the Association, the voting rights and right to use of the Association's facilities of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed sixty days, for violation of any rules and regulations established and published by the Board of Directors governing the use of the Common Areas and facilities.

Section 3. Each Member shall be entitled to the use and enjoyment of the Common Areas and facilities as provided by Article III of the Declaration. Any Member may delegate his rights of enjoyment of the Common Areas and facilities to the members of his family residing in his household or to any of his tenants who reside upon The Properties under a leasehold interest for a term of one year or more or to any contract purchasers residing on his Lot. Such Member shall notify the Secretary in writing of the name of any person and of the relationship of the Member to such person. The rights and privileges of such delegee are subject to suspension to the same extent as those of the Member.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors comprised of nine Directors, who need not be Members of the Association.

Section 2. Election. At the first annual meeting, the Members shall elect three Directors for a term of one year, three Directors for a term of two years and three Directors for a term of three years. At each annual meeting thereafter, the Members shall elect three Directors for a term of three years.

Section 3. Removal. Any Director may be removed from the Board with or without cause by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor and until his successor is elected and qualified.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed at the discretion of the Board for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a

meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. At least one regular meeting of the Board of Directors shall be held within a two-week period following the annual meeting of Members, and at such other times as the Board of Directors may determine.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association and shall also be called by the Secretary of the Association upon the written request of three Directors.

Section 3. Quorum. A majority of the number of Directors then in office shall constitute a quorum for the transaction of business. In the event a quorum of the Directors is not present, a lesser number may adjourn the meeting to some future time. Notice of such adjourned meeting shall be given in the same manner required for any other meeting of the Board of Directors.

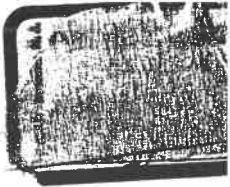
Section 4. Notice of Meetings. Notice of meetings shall be given by service upon each Director in person or

by mailing to him at his last known address in the records of the Association at least forty-eight hours before the date designated in such notice for the meeting, specifying the time and place of such meeting. At any meeting held without notice at which each Member of the Board of Directors shall be present or with respect to which all Directors not present shall execute a Waiver of Notice, any business may be transacted which might have been transacted if the meeting had been called on notice.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Every nomination for election to the Board of Directors must be made in writing signed by at least five Members or Members holding at least five votes and accepted in writing by the person nominated. Also, such nominations must be received by the Secretary of the Association at least ten days prior to the meeting at which the election is to be held. The Secretary shall prepare and make available for inspection at least five days before such meeting a list of the nominees. Nominations may not be made in any manner other than the foregoing, except from the floor at the annual meeting.



Section 2. Election. Election to the Board of Directors shall be by written ballot. At such election, Members or their proxies may cast in respect of each vacancy as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

POWERS AND DUTIES

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration; and

(c) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by one-fourth of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) to establish, levy and assess, and collect the assessments or charges referred to in Article V of the Declaration;

(d) to issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal

responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained; and

(h) cause the Lots to be maintained pursuant to Article VIII of the Declaration.

ARTICLE XIII

COMMITTEES

Section 1. The Association shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes, such as:

(a) A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines;

(b) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of The Properties and shall perform such other functions as the Board, in its discretion, determines;

(c) A Publicity Committee which shall inform the Members of all activities and functions of the Association,

and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association; and

(d) An Audit Committee which shall supervise the annual audit of the Association's books and approve the annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, as provided in Article X, Section 9(d). The Treasurer shall be an ex officio member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, trustee or officer of the Association as is further concerned with the matter presented.

ARTICLE IX

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Members shall be held on the 15th day of February of each year at a time and place designated by the Board of Directors. If the day for the annual meeting of Members

shall fall upon a holiday, the meeting shall be held on the first day following which is not a holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President of the Association or by the Board of Directors or upon the written request of the Members who are entitled to vote one-third of all the votes of the entire membership or who are entitled to vote one-third of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth of the votes of each class of membership shall constitute a quorum for any action, except as otherwise

provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary/Treasurer, and such other officers as the Board may, from time to time, by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association

shall be elected annually by the Board and each shall hold office for one year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve or until his successor is elected and qualified.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Directors. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Compensation. No officer shall receive compensation for any service he may render to the Association. However, any officer may be reimbursed at discretion of the

Board for his actual expenses incurred in the performance of his duties.

Section 8. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 9. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep

the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject

to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

CORPORATE SEAL

The seal of the Association shall be as follows:

[CORPORATE SEAL]

ARTICLE XIII

AMENDMENTS

These Bylaws may be amended by the Board of Directors provided that those provisions of these Bylaws which are governed by the Certificates of Incorporation of this Association may not be amended except as provided in the Certificate of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Declaration applicable to The Properties may not be amended except as provided in such Declaration. The Federal Housing Administration or the Veterans Administration shall have the right to veto amendments to these Bylaws while there is Class B membership.

ARTICLE XIV

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year.

ARTICLE XV

CONSTRUCTION

Section 1. In the case of any conflict between the Certificate of Incorporation and these Bylaws, the Certificate shall control; and in the case of any conflict between the Declaration applicable to The Properties and these Bylaws, the said Declaration shall control.

MARLTON VILLAGE

HOMEOWNERS ASSOCIATION

RULES AND REGUALTIONS
APPROVED BY THE BOARD OF DIRECTORS
JANUARY 31, 2000
REVISED DECEMBER 20,2004

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INTRODUCTION

The Marlton Village Homeowners Association is designed exclusively for the purpose of promoting the recreational needs, health, safety, and welfare of the residents of Marlton Village, and for the restoration, improvement, and maintenance of the Common Areas and all services and facilities relating to their use.

We respectfully remind all homeowners and residents that upon taking up residence in Marlton Village, you legally accept certain responsibilities as a member of the Marlton Village Homeowners Association.

Your obligations are clearly defined in three instruments known as:

1. Declaration of Covenants & Easements
2. By-Laws
3. Rule and Regulations

It is suggested that you consider all of the above documents to be extremely important, and that they be maintained in a safe place for future reference, and be passed on to any new resident at your location.

The following pages cover the Rules and Regulations passed by the Board of Directors at a special meeting held on January 31, 2000. They are effective as of that date. In the interest of fairness and equity, any of these Rules and Regulations may be modified by the action of a majority vote of the Board of Directors of the Marlton Village Homeowners Association.

Copies of items #1 and #2 above are on file at the office of the Managing Agent, if you care to review them. Copies may be purchased at a nominal cost.

As members of the Association, all homeowners and by extension, their families, tenants, and guests, share the responsibility of abiding by the Rules and Regulations, and thereby safeguarding the property values, safety, privacy, and peace of mind of our neighbors and ourselves. After all, only the residents of our development can establish the kind of team spirit and culture that will foster a safe, clean, and neighborly environment, which will make Marlton Village a pleasant place for all of us to live.

A. General Welfare

1. No homeowner or resident of Marlton Village shall make or permit any noises that will unreasonably disturb or annoy the occupants of other homes, or do or permit anything to be done which will unreasonably interfere with the rights, comfort, or convenience of other residents.
2. Homeowners or residents shall be responsible for the actions of members of their household, tenants, employees, and their guests. Any damage to any portion of the common elements shall be repaired at the expense of such homeowner or resident.
3. Damage to any of the common elements caused by the moving or carrying of any article, or damage caused by pets or members of their household, shall be paid for by the homeowner or resident who is responsible for such damage.
4. Any homeowner, resident, or guest, or any person who is observed defacing or damaging any portion or parts of the common elements will have their membership privileges suspended, and will be fined and prosecuted to the full extent of the law.
5. No homeowner or resident shall use or permit to be brought into any common area or within their respective homes, any inflammable liquids, explosives, fireworks or articles deemed extra hazardous to life, limb, or property, or any other item that will increase the fire rating for the Marlton Village Homeowners Association liability insurance policy(ies).
6. A homeowner or resident will be held responsible for any damage done to the common area as a result of work performed by any outside contractor performing work on his/her unit. Such contractor should be required to carry liability insurance, and should furnish proof of such coverage to the homeowner or resident.
7. Any appliances or electrical equipment that interfere with radio or television reception or other audio equipment of other residents will not be permitted.
8. Homeowners or residents shall maintain their immediate area free from all trash, debris, or other visually objectionable items.
9. Homeowners or residents are not permitted to store objectionable materials of any kind on their property unless hidden from external view of any other property.
10. Drying or airing of clothing or bedding outdoors shall not be permitted, and clothes-drying or hanging devices, such as lines, reels, poles, pulls, frames, etc., may not be erected.
11. No homeowner or resident shall allow anything to hang or fall from any window of their unit, nor sweep or throw from their unit any dirt or other substance onto common elements, paths, streets, or any part or portion of the common grounds.

A. General Welfare (continued)

12. No homeowner or resident shall obstruct the following areas: sidewalks, streets, or entrances to their immediate area, and should keep these areas free from obstruction.
13. No bicycles, scooters, or similar vehicles, baby carriages, toys, or other personal articles shall be allowed to stand unattended in any part of the common elements.
14. No noxious, unsightly, or offensive activity shall be conducted on the property of any homeowner or resident or on the streets or common grounds of Marlton Village, nor shall anything be permitted to be done thereon, which is or may become an unreasonable annoyance or nuisance to other residents.
15. No homeowner or resident shall make any personal use of common grounds for any purpose whatsoever without written permission from the Marlton Village Homeowners Association.

B. Architectural Code

ARCHITECTURAL CONTROL. No building, fence, deck, wall, or other structure shall be erected by any resident in Marlton Village, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, size, materials, and location of the same shall have been submitted to and approved in writing by the Board of Directors of the Marlton Village Homeowners Association. Furthermore, any proposed change by any resident in the existing color or finish of any exterior surface of any home must also be submitted to and approved by the Board of Directors. Before initiating any exterior modifications, every homeowner must first take the following steps: a) obtain an application along with a copy of the Architectural Specifications from the management office, b) submit a completed application with factual information showing that the Architectural Specifications will be met. The Board of Directors or an Architectural Committee appointed by the Board, will have up to thirty (30) days to notify the homeowner whether the application was approved or denied.

1. **EXTERIOR PAINTING.** Only the Marlton Village Homeowners Association shall maintain all of the paint on the exterior surfaces of any building or other improvements on any home in Marlton Village. Residents may not repaint their homes except with prior written approval of the Board of Directors and, most particularly, must accept and use the colors and finishes that are decided upon by the Marlton Village Homeowners Association. In the event that the need for such maintenance of paint is caused through the negligence or willful act of the homeowner, resident, their family or guests, or because of an alteration by the homeowner or resident, or any improvement on the property, the cost of such maintenance shall be added to and become a part of the assessment to which such property is subject.
2. **MAINTENANCE and REPAIRS.** Except with respect to the exterior paint as provided above, in the event a homeowner or resident of any home in Marlton Village shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Marlton Village Homeowners Association, then the Association, after approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon such property and repair, maintain, and restore the property and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such property is subject.
3. **REPLACEMENT WINDOWS.** When replacing existing windows, residents may install either sliding or double-hung windows, as long as the following conditions are met: A.) Window frames must be either brown, tan or white in color, [all existing window colors are allowed to remain and are grand-fathered under this amendment until replaced], B.) must fill at least 95% of the original window opening, C.) all windows in a home must be of the same style, D.) the size of an open window must meet fire code specifications; glass in windows must be clear of Low-E type with no grids, E.) all window replacement must be completed in a 60-day period, and F.) if the new windows are capped, the capping must be painted to match the trim color of the house.

B. Architectural Code (continued)

4. DOORS.

a. Front

- Front Doors may be any style except that any glass openings may not cover any more than the top quarter of the door.
- Glass openings may be rectangular or crescent-shaped and the glass may be plain, leaded, etched or stained.
- These doors must be painted using the trim color of the houses-Sherwin-Williams "Natural Choice," equivalent

b. Front Storm

- Storm doors may be installed on the front door only.
- Storm doors may have glass and /or screen openings covering up to 90% of the door surface. Glass must be rectangular in shape and have no color or etching.
- Storm door body and frame must be either white or almond in color.

c. Utility/Storage Closets

- Doors must be flat and plain with no panels or other trim.
- Doors to the utility room must have one or two slotted grills with a total of threes (3) square feet of total area.
- These doors must be painted using the trim color of the houses-Sherwin-Williams "Natural Choice", or equivalent.

d. Rear Sliding

- Rear sliding doors must be either 6 or 8 feet wide.
- If a six-foot door replaces an eight-foot door, the siding adjacent to the door must be replaced so that there are no plainly visible seams or trim that would not be present on a standard sized door.
- Glass must cover the entire surface for each door, except for the frame. The glass must be a single sheet for each door. Multiple-pane designs are not permitted.
- If these doors are constructed or covered by vinyl or aluminum, they must be either white or almond in color. Wood doors must be painted using the trim color of the houses- Sherwin-Williams "Natural Choice", or the equivalent.

e. Garage

- Garage doors must be flat or paneled with no windows or other trim.
- These doors must be painted using the trim color of the houses- Sherwin-Williams "Natural Choice", or the equivalent.

5. SHEDS/EXTERIOR STORAGE UNITS

- The erection of any shed or exterior storage unit cannot be done without first submitting the appropriate form to the Association office and receiving written approval. It is the homeowner's responsibility to obtain township building permits where required.
- Sheds and exterior storage units can only be erected in a homeowner's backyard and only when an approved fence has been erected first.

B. Architectural Code (continued)

- Units of any design or decoration can be erected as long as the peak of the unit's roof does not exceed the height of the fence.
- Sheds or storage units can exceed the height of the fence by no more than one foot with the following restrictions:
- The sides of the unit must be covered with vinyl siding identical to that used on the home exterior.
- The roof of the unit must be of a simple center-peaked design and be covered in shingles identical to that used on the roof of the house. Flat, slightly sloping, or mansard-style roofs are not permitted.
- Any trim or doors on the unit must be covered or painted using the trim color of the houses- Sherwin-Williams "Natural Choice", or the equivalent.

6. **AWNINGS.** Window and porch awnings are not permitted.

7. **ROOFS.** When installing a new roof, every homeowner must use the following color and brand: "Tweed Blend" by Tamko.

8. **REAR FENCES** All fences must be A.) made of cedar wood or vinyl, B.) five (5) or six (6) feet in height, C.) have a shadow-box ("board-on-board") design if made of cedar wood, D.) be no wider than the lot on which the house stands, and E.) not extend further than the property line. Vinyl fences may be the same as or substantially identical to Royal Style #6, #8, #9, or #10. Detailed drawing specifications and an application are available at the management office. If a fence is painted, it must be the base color of the house; if left natural, a preservative should be applied three months after installation. All fences must be maintained in good condition; when a fence becomes deteriorated the homeowner will have the option of repairing, removing, or replacing it.

9. **PATIOS.** If a rear patio is enlarged, it must not extend further than the property line.

10. **PATIO COVERINGS.** Homeowners shall be permitted to install patio coverings that are constructed of fabric, metal, or plastic; however, before final approval is granted, a plan must be submitted to the Board of Directors specifying the kind, shape, size, material, and color of the covering.

11. **LANDSCAPING.** A.) Homeowners shall be permitted to design and maintain their private grounds in a manner conducive to lending harmony and good taste to the present landscaping plan. There is no need to submit a design or plan unless the homeowner is unsure that the plan will meet the above requirements. Also, a tenant must first obtain permission from the homeowner. B.) Landscaping of common grounds adjacent to private grounds: upon approval by the Board of Directors, a homeowner may plant shrubs, bushes, flowers, and trees in an adjacent common area; however, an application and detailed design plan, including all improvements and alterations, must be submitted first. It shall also be understood that all planting and improvements made on common grounds become the property of the Marlton Village Homeowners Association, and once completed, cannot be altered or changed. Furthermore, the homeowner must agree to accept the responsibility and costs for the care and maintenance of all improvements and changes; failure to do so will require the Marlton Village Homeowners Association to perform the necessary maintenance and collect all costs from the homeowner.

B. Architectural Code (continued)

- 12. ANTENNAS.** No outside radio or television antennas may be erected on the property of any resident of Marlton Village; however, satellite dishes that are 18" or smaller are permitted if installed in the rear of the house, either on the roof of the back shed or below the peak of the upper roof.
- 13. SIGNS and HANDBILLS.** No signs of any kind shall be displayed or placed on the ground of any home in Marlton Village; however, one temporary non-illuminated sign of not more than two (2) square feet adverting the property for sale or rent may be displayed on the interior of a window. The posting of handbills for the advertisement of political candidates, garage sales, moving sales, etc., is not permitted in any part of Marlton Village.
- 14. SEASONAL DECORATIONS.** Banners, flags, exterior lights, and other decorations are permitted on homes in Marlton Village during the appropriate season. Christmas lights and exterior decorations shall be displayed no earlier than Thanksgiving and must be removed by January 31st.
- 15. WINDOW COVERINGS.** All windows and patio doors shall have proper coverings (such as blinds, shades, drapes, or curtains). At no time shall sheets, newspapers, cardboard, or similar substitutions be used as a window covering. Also, any plastic used to cover windows or patio doors for energy conservation during winter months shall be affixed inside the home, not on the outside, and must be clear and invisible from the outside.
- 16. WIRING.** All wiring (for telephone, cable, or electrical fixtures) must follow the contour of the house adjacent to the siding or trim, and must be painted to match the siding or trim as appropriate.
- 17. AIR CONDITIONERS.** Window-mounted air conditioners and fans are not permitted.

C. Recreational Activities

1. MARLTON VILLAGE AND BOARD OF HEALTH RULES AND REGULATIONS FOR THE SWIMMING POOL AND THE POOL AREA:

- A.) The “pool season” shall run from Memorial Day through Labor Day each year. The usual hours for the pool to be open shall be 11:30 am through 7:30 pm daily. These hours may be varied at any time at the discretion of the Management Agent. The pool may be used only during the designated hours, except by special permission granted by the Association.
- B.) A valid pass must be presented in order to enter the pool area. All homeowners and residents who are in good standing with the Association will be issued passes for each permanent resident in the household. A fee* will be charged for each pass to cover the cost of processing the passes. Each home will be allowed to acquire a maximum of three (3) season guest passes for an additional fee*. A limit of three (3) guests a day, when accompanied by a member with a valid pass, will also be admitted on a daily basis upon payment of a fee* for each adult, eighteen (18) years or older, and child between the ages of three (3) and seventeen (17). (Children under three will be admitted free when accompanied by an adult.) If a resident, who has a guest, leaves the pool, the guest must also leave. This rule also includes children who have other parents watching them. In order to obtain a pass for the weekend, a resident must pay the fee at the Association office by 10:00 am on Friday.
(*PLEASE NOTE: Fee amounts will be announced prior to the pool opening every year.)
- C.) Lifeguards appointed by the Association have the authority to refuse to admit anyone for either safety or health reasons and to eject anyone for misconduct or for disregarding the Rules and Regulations.
- D.) An adult must always accompany and supervise children under twelve (12) years old in the pool area. A “babysitter” must be at least 18 years old and can be responsible for the care of no more than two (2) children and must be with the children at all times. Children who are 13 through 17 years old cannot bring guests to the pool unless accompanied by an adult with a valid pass.
- E.) The wading pool is for children under five (5) years of age. Adults are requested to sit only on the edge of the baby pool.
- F.) Small flotation devices are permitted in the wading pool only. Children must be attended in the wading pool at all times.
- G.) Children who have not taken the pool test must stay in the area behind the safety line unless they are with an adult.
- H.) Running, “rough-housing”, offensive language, or behavior that interferes with the comfort, convenience, or safety of others will not be permitted.
- I.) Glass of any kind is not permitted in the pool area.

C. Recreational Activities (continued)

- J.) Alcoholic beverages or drugs and persons under the influence thereof are not permitted in the pool area.
- K.) Pets are not permitted in the pool area unless they are a "Seeing Eye" dog.
- L.) No eating or drinking is allowed in the pool.
- M.) The pool apron must be kept cleared for a distance of at least six (6) feet from the edge of the pool. Chairs and lounges are not permitted on the concrete aprons around the pool.
- N.) The playing of radios or record or tape players will permitted only if a headset is worn.
- O.) Homeowners and/or residents whose pool privileges have been suspended may not be admitted as guests of other members.
- P.) Babies must wear "swim diapers" in any section of the pool area, including the baby pool.
- Q.) Ball playing is not permitted in the pool.
- R.) Everyone using the swimming pool will be required to use normal safety practices. Diving is permitted only in designated areas.
- S.) Bicycles, tricycles, skateboards, and roller skates are not permitted in the pool area; such items must be left outside the fence area.
- T.) Everyone (both children and adults) must wear bathing suits at all times.
- U.) Homeowners are responsible for the actions of their guests; if a guest violates the Rules and Regulations, then the homeowner will suffer the consequences.
- V.) Under no circumstances are private pool parties allowed.
- W.) There is no smoking at the pool edge; cigarettes must be discarded in a personal ashtray or in the urns that are provided.
- X.) Everyone under 18 years of age, who wants to swim in the deep end of the pool, must take a swimming test, which is done at the lifeguard's discretion; the test consists of swimming 50 yards and treading water in the deep end of the pool for five (5) minutes. After passing the test, a wristband will be issued. Such bands must be worn at all times, and if lost, another can be purchased at a reasonable cost.
- Y.) "Adult Swim" will be observed every hour for 20 minutes, or at the lifeguard's discretion.
- Z.) Habitual and chronic disturbances shall result in suspension of pool privileges.

C. Recreational Activities (continued)

2. Discipline Policy for Pool:

- For the first violation, the lifeguard will issue a warning.
- For the second violation, the person will be removed from the pool for the remainder of the day, and an incident report will be submitted to the Managing Agent, who will inform the Board of Directors.
- Repeated violations will result in suspension of pool privileges.

3. Reasons for automatic suspension of pool privileges for the season:

- For entering the pool area when it is closed.
- For possessing alcoholic beverages or drugs, or being under the influence of alcohol or drugs in the pool area.
- For behavior that is life threatening to themselves or others.
- For engaging in behavior that is physically abusive to another person.
- For incidents of vandalism and destruction of property in the pool area.

4. Tennis

- The tennis court is maintained for the exclusive use of Marlton Village homeowners and residents, who are members in good standing with the Association.
- Tennis courts may be used on a first-come, first-served basis.
- Tennis shoes or sneakers must be worn on the court at all times.

5. Portable Basketball Nets are permitted as long as the following rules are observed:

- The base of the stand must be positioned at the house-end of the driveway with the basket facing the street.
- The ball must be kept in the driveway and out of the street.
- If a net is to be used in a quad(shared) driveway, the resident must first obtain permission from the neighbor who shares the driveway.
- At least one parent must be at home when ball playing takes place.
- Ball playing is allowed between 10:00 am and sunset (no ball playing after dark).

6. Roller Hockey is permitted only in designated areas of the tennis court between 10:00 am and sunset.

D. Pets

1. Every homeowner or resident, who maintains a pet in Marlton Village, shall indemnify the Association and hold it harmless against any loss or liability of any kind arising from the actions of that pet within Marlton Village property.
2. All pets shall be licensed by Evesham Township under its usual regulations. Homeowners and residents shall be allowed to keep domestic animals as pets (as allowed for residences by the Township ordinances) only if such animals do not disturb or annoy other residents. Everyone keeping domestic animals as pets shall abide by the municipal sanitary regulations and shall be responsible for any damage or inconvenience caused by such pets.
3. When outdoors, pets shall not roam freely on common ground, and must be kept on a leash not to exceed six (6) feet in length, in accord with municipal regulations.
4. Pets must be walked in designated areas as follows:
 - Leashed pets may be walked along the entire length of the creek located along the rear of the Marlton Village property, forming the dividing line between Cherry Hill and Marlton, and running from Hawthorne Street to Aspen Court. An area of fifteen (15) feet in width from the edge of the creek will be allowed for the walking area for pets along the length of the creek, except for the area behind Fir Tree Court, where the area width will be limited to ten (10) feet.
 - Leashed pets may also be walked along the entire length of the far side (north side) of Village Road.
 - Leashed pets may be walked on any other common property in Marlton Village, provided that a “pooper scooper” (a waste collector) is used to pick up any waste deposited by the pet.

E. Dumpsters/Trash Disposal

1. Garbage and trash, excluding recyclables and large items, must be properly bagged and tightly secured in plastic bags before being placed in a dumpster. After disposing of trash, always **CLOSE DOORS AND LIDS** on dumpsters to prevent the emission of odors and the attraction of insects and rodents. If a dumpster is full, place trash in another receptacle, not on the ground.
2. Large items (such as furniture, appliances, bicycles, large toys, etc.) must not be placed inside dumpsters. Instead, they should be placed along the outside of the fences surrounding the dumpster 24 HOURS prior to a scheduled pick-up by the Township. (Contact the management office for pick-up dates for various items). Carpeting, large pieces of wood, tree branches, etc. must be cut up into small pieces, no larger than four (4) feet and tied up in bundles before being placed outside of the dumpster fence.
3. Trash containers, which are provided by the Township for recyclable items, are to be placed at the end of driveways the night before pick-up, and removed by the following evening. At all other times, these receptacles must be kept out of sight.

F. Parking/Vehicles

1. While each home has two (2) designated parking spaces, those with longer than normal driveways may accommodate additional vehicles as long as they do not exceed into the street and/or impede the flow of traffic or block access to a neighbor's driveway. Residents of homes with garages are not permitted to park vehicles on the "apron" at the entrance to the building. Otherwise parking in Marlton Village shall be limited to those areas designated for such purposes, and is strictly prohibited from any areas where the curbing has been painted yellow to indicate a "No Parking" area. Such areas so marked shall be subject to The New Jersey Motor Vehicle Code (Title 39) as enforced by Evesham Township.

2. No commercial vehicle or other non-passenger vehicle of any type weighing over 7,000 pounds and no unlicensed or unregistered vehicles of any type shall be permitted to remain overnight on the common elements or on the property of any homeowner or resident, unless garaged. Such vehicles shall be subject to the New Jersey Motor Vehicle Code (Title 39), as enforced by Evesham Township.

3. No repair or dead storage of vehicles, boats, campers, or equipment (including, but not limited to, cars, boats, motor scooters, trailers, etc.) shall be permitted on the grounds of a unit or the common elements of Marlton Village. After 48 hours notice to remove such vehicles or equipment, the Marlton Village Homeowners Association shall have the right to remove such vehicles or equipment from Marlton Village at the expense of the responsible homeowner or resident.

4. Traffic rules for all vehicles in Marlton Village will be those established by the New Jersey Motor Vehicle Code (Title 39) and will be subject to enforcement by Evesham Township, even within the confines of Marlton Village.

The Marlton Village Homeowners Association does not assume responsibility for any injuries incurred on the premises or for any loss or damages to personal property, and reserves the right to revoke the privileges of membership, without refund of any fees, for the infraction of the above Rules and Regulations, and the member will be subject to the fines and penalties established by the Association.

TOWING POLICY

Vehicles which will be towed include the following:

1. Vehicles parked in fire zones or in areas that are painted yellow.
2. Vehicles blocking driveways or access to other parking spaces.
3. Vehicles without license plates.
4. Vehicles without valid inspection stickers.
5. Commercial or other non-passenger vehicles weighing over 7,000 lbs.
6. Dead storage vehicles as described in Section F.3 of the Rules and Regulations.

Towing without notice: Any vehicles in violation of #1 or #2 listed above are subject to towing without notice or warning.

Towing after warning: All other parking violations will be warned with a sticker placed on the vehicle's windshield, which states that the vehicle is subject to towing within forty eight (48) hours if the violation is not corrected within that time period.

ASSESSMENT FEES AND LATE CHARGES

1. Monthly assessment fees of the Marlton Village Homeowners Association are due on the first day of every month, payable by check or money order (no cash accepted).
2. A late payment fee of \$10.00 will be assessed to any homeowner or resident who does not pay their monthly fee by the 15th day of the month. An additional \$10.00 per month will be charged if the delinquent payment continues past the end of the current month due.
3. In the event that any amount of assessment fees and late charges remain unpaid for more than ninety (90) days, the account will automatically be turned over to the Association's attorney for collection. Furthermore, the Board of Directors will start the legal process of recording a lien against the property of the delinquent homeowner.
4. Any legal and/or administrative costs incurred to collect overdue fees, fines, or late charges are in addition to the amount due.
5. Returned checks: any check returned for insufficient funds will be affixed a fee of \$25.00 for each occurrence.

PROCEDURE FOR HANDLING VIOLATIONS

The Rules and Regulations established by the Marlton Village Homeowners Association have been approved by the Board of Directors and are subject to enforcement through the Association's Managing Agent or other appointed officials of the Association. However, any homeowner or resident of Marlton Village may initiate a complaint of a violation of the established Rules and Regulations by following the established procedure:

1. Obtain a complaint form from the Managing Agent and complete the form as indicated. (See sample form on page 18). You must sign the complaint and give your address. A copy of the receipted complaint will be given to you after it has been signed by the Managing Agent.
2. The Managing Agent will investigate the violation and, if warranted, will immediately (within three days) forward a letter to the alleged violator requesting that the violation be abated. A copy of the Rule(s) and /or Regulation(s) that were violated will be sent to the alleged violator with the letter.
3. If the violation has not been abated within the time specified in the letter, the Managing agent will arrange for a hearing date with the Board of Directors to determine whether a fine should be imposed. Such meeting may take place at the same date as a regular meeting of the Board of Directors. The date of the hearing and a proposal of the rights of the alleged violator before the Marlton Village Homeowners Association will be sent to the alleged violator. This notice will be sent by both regular and certified mail. The accused will have the right to ask for a change in the hearing date if there is a conflict with other meeting dates.
4. The Board of Directors will act as a Quasi-Judicial body and hear evidence in the case. After a hearing has been held to determine if there has been a breach or violation of the Rules and Regulations, the Board of Directors may impose fines and /or suspend membership privileges in the Marlton Village Homeowners Association only after the alleged violation is found to be valid.
5. Fine have been established as follows:
 - First violation: \$50.00
 - Continued violation: \$50.00 each month or portion of a month that the violation continues after the end of the month in which the initial fine is imposed.
 - Fines are payable as a special assessment and are subject to all rules for the collection of assessments.

**RIGHTS OF HOMEOWNERS AND RESIDENTS
AT A HEARING BEFORE THE BOARD**

The Board of Directors, when acting as a Quasi-Judicial body for the Marlton Village Homeowners Association, promises that every homeowner and resident will receive a full and fair hearing concerning possible fines for alleged violations of the Rules and Regulations.

1. You are presumed innocent until found guilty beyond a reasonable doubt.
2. You have the right to be represented by an attorney.
3. You have the right to have a postponement for a good cause or to obtain legal counsel and prepare a proper defense.
4. You have the right to testify or not to testify in your own defense.
5. You have the right to call witnesses and cross-examine witnesses against you.
6. You have the right to plead guilty or not guilty to any charges against you.

PREPARED BY:


CHESTER A. LUSZCZ, ESQUIRE

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARLTON VILLAGE
HOMEOWNERS ASSOCIATION AMENDING THE RULES AND REGULATIONS
OF THE MARLTON VILLAGE HOMEOWNERS ASSOCIATION

[RESOLUTION 2002 – 03]

WHEREAS, the Certificate of Incorporation of the Marlton Village Homeowners Association, recorded in the Burlington County Clerk's Office in Book 8, Page 853 and following, provides for a Board of Directors to manage the affair of the Association, and said association having adopted By-Laws setting forth the rights, responsibilities and duties of its members and Board; and

WHEREAS, the Marlton Village Homeowners Association, by its Board of Directors has adopted Rules and Regulations further setting forth the rights, responsibilities, and duties of its members, most recently revised and approved by the Board of Directors on January 31, 2000; and

WHEREAS the Board is under the obligation to provide for the maintenance, preservation, and architectural control of the residence Lots and Common Areas; and

WHEREAS the Board deems it necessary for the maintenance, preservation and architectural control of the residence Lots and Common Areas, and for uniformity deem it necessary to have Rules and Regulations governing architectural control; and

WHEREAS, under the existing Rules and Regulations, Subsection B, Architectural Control, #8, Rear Fences, provides that all fences must a) be made of cedar wood, b) be five (5) feet in height, c) have a shadow-box (“board-on-board”) design; and

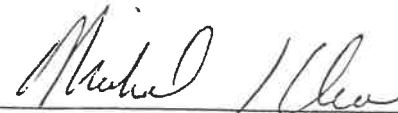
WHEREAS, the Association is in the process of installing new vinyl siding on the units of the Marlton Village Homeowners Association, and the Architectural committee has recommended alternative choices of rear fences which the residents may install to further improve the appearance and value of their units;

NOW, THEREFORE be it resolved that the Rules and Regulations of the Marlton Village Homeowners Association are amended as follows:

B. ARCHITECTURAL CONTROL

8. Rear Fences. All fences must be a) be made of cedar wood or vinyl, b) be five (5) or six (6) feet in height, c) have a shadow-box (“board-on-board”) design if made of cedar wood, d) be no wider than the lot on which the house stands, and e) not extend further than the property line. Vinyl fences may be the same as or substantially identical to Royal Style #6, #8, #9, or #10. Detailed drawing specifications and an application are available at the management office. If a fence is painted, it must be the base color of the house; if left natural, a preservative should be applied three months after installation. All fences must be maintained in good condition; when a fence becomes deteriorated the homeowner will have the option of repairing, removing, or replacing it.

DATED: 10/7/02


MICHAEL J. CHERN,
PRESIDENT

DATED: 10/7/02



HELEN P. PAGET,
SECRETARY

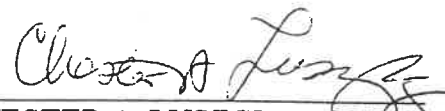
STATE OF NEW JERSEY :


SS.:

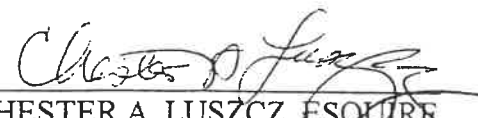
COUNTY OF BURLINGTON :

BE IT REMEMBERED, that on this 7th day of October, Two Thousand Two (2002) before me the subscriber, personally appeared Michael J. Chern and Helen P. Paget who being duly sworn on their oath, say that they are the persons named in the foregoing Instrument; that they well know the corporate seal of the said corporation; and that the seal affixed to said Instrument is the corporate seal of said corporation; that the said seal was so affixed and the said Instrument was signed and delivered by Michael J. Chern and Helen P. Paget who were at the date thereof the President and Secretary of the said corporation, in the presence of this deponent. The said President and Secretary at the same time acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, and as the voluntary act and deed of said corporation, by virtue of authority from its Board of Directors, and that deponent, at the same time, subscribed their names to the said Instrument as attesting witnesses to the execution thereof.


MICHAEL J. CHERN,
President


CHESTER A. LUSZCZ, ESQUIRE
Attorney at Law, State of New Jersey


HELEN P. PAGET
Secretary


CHESTER A. LUSZCZ, ESQUIRE
Attorney at Law, State of New Jersey

WHEREAS, under the existing Rules and Regulations, Subsection B, Architectural Control, 3. Replacement Windows, provides that all window frames must be dark chocolate brown in color; and

WHEREAS, the residents and members have expressed to the Board the difficulty in obtaining only this one color and have also expressed concerns as to price as such color is not usually found in prefabricated windows, and must be custom made; and

WHEREAS, the Association is in the process of installing new vinyl siding on the units of the Marlton Village Homeowners Association, and residents are further improving their units by installing new windows;

NOW, THEREFORE be it resolved that the Rules and Regulations of the Marlton Village Homeowners Association are amended as follows:

B. ARCHITECTURAL CONTROL

3. Replacement Windows. When replacing existing windows, residents may install either sliding or double-hung windows, as long as the following conditions are met: a) Window frames must be either brown, tan or white in color, [all existing window colors are allowed to remain and are grandfathered under this amendment until replaced], b) must fill at least 95% of the original window opening, c) all windows in a home must be of the same style, d) the size of an open window must meet fire code specifications; glass in windows must be clear or Low-E type with no grids, e) all window replacement must be completed in a 60-day period, and f) if the new windows are capped, the capping must be painted to match the trim color of the house.

MARLTON VILLAGE HOMEOWNERS ASSOCIATION	COMPLAINT FORM	DATE:
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Please state your complaint in writing and indicate which Rule(s) and Regulation(s) of the Marlton Village Homeowners Association were violated. Please provide specific details while being as concise as possible.

SAMPLE

FORMS ARE AVAILABLE AT MANAGEMENT OFFICE

Complainant's Signature

Complainant's Name: _____

Complainant's Address: _____

Received by the Managing Agent: _____

Managing Agent's Signature

Date Received: _____

Note: Complaint may be filed by any member of the Marlton Village Homeowners Association or by the Managing Agent, and it will be processed according to the Rules and Regulations.

PREPARED BY:


CHESTER A. LUSZCZ, ESQUIRE

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARLTON VILLAGE
HOMEOWNERS ASSOCIATION AMENDING THE RULES AND REGULATIONS
OF THE MARLTON VILLAGE HOMEOWNERS ASSOCIATION

[RESOLUTION 2006 – 01]

WHEREAS, the Certificate of Incorporation of the Marlton Village Homeowners Association, recorded in the Burlington County Clerk's Office in Book 8, Page 853 and following, provides for a Board of Directors to manage the affair of the Association, and said association having adopted By-Laws setting forth the rights, responsibilities and duties of its members and Board; and

WHEREAS, the Marlton Village Homeowners Association, by its Board of Directors has adopted Rules and Regulations further setting forth the rights, responsibilities, and duties of its members, most recently revised and approved by the Board of Directors on January 31, 2000; and

WHEREAS the Board is under the obligation to fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, and the due date(s) for the annual assessment shall be established by the Board of Directors; and

WHEREAS the Board has allowed the annual assessment to be paid in twelve (12) equal monthly installments; and

WHEREAS, Board policy has been to accelerate the monthly installments for the annual assessment when a homeowner is delinquent; and

WHEREAS, the Board wishes to clarify its position on the acceleration of monthly dues, and to provide all residents with notice through the Association's Rules and Regulations;

NOW, THEREFORE be it resolved that the Rules and Regulations of the Marlton Village Homeowners Association are amended to add the following:

ASSESSMENT FEES AND LATE CHARGES


6. The annual assessment as established by the Board pursuant to the Declaration of Covenants and Easements, under Article V., Covenant for Maintenance Assessments, Section 7, shall be paid in twelve (12) equal monthly installments on the first (1st) day of each month. Any monthly assessment received after the fifteenth (15th) day of the month shall be assessed a late fee as provided in the Rules and Regulations. The payment of the annual assessment in monthly installments is a privilege granted by the Board, and not a right. The privilege of monthly installment payments shall be automatically revoked for any Lot and its owner or owners should there be outstanding/delinquent charges for such Lot and/or owner or owners for more than thirty (30) days. Should any monthly installment of dues, late fees, or other charges remain outstanding for more than thirty (30) days, then the balance of the annual assessment shall be accelerated for the remainder of the year and will become due without further notice to the unit owner.

I, Gene Amodei, certify that on the date below that I am the President of the Marlton Village Homeowners Association. I further certify that the above amendment to the Association's Rules and Regulations was approved by the Board of Directors on MARCH 13, 2006, and that the above Resolution was adopted by the Board of Directors on 13th day of MARCH, 2006 and as such is entered into the records of the Association.

DATED: MARCH 13, 2006

Gene Amodei
Gene Amodei President
Marlton Village Homeowners Association

PREPARED BY:


CHESTER A. LUSZCZ, ESQUIRE

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARLTON VILLAGE
HOMEOWNERS ASSOCIATION ESTABLISHING THE DUTIES, POWER,
AUTHORITY AND PROCEDURES FOR AN ALTERNATIVE DISPUTE
RESOLUTION COMMITTEE (“ADR COMMITTEE”)

[RESOLUTION 2006 – 02]

WHEREAS, the Board of the Directors of the Marlton Village Homeowners Association wishes to provide a fair and efficient procedure for the resolution of housing related disputes between the Unit Owners and the Association, and between the Unit Owners, as an alternative to litigation; and

WHEREAS, the Board of Directors (hereinafter the “Board”) is given the authority in its Certificate of Incorporation to provide for the maintenance, preservation, and architectural control of the resident’s Lots and Common Areas, and to exercise all powers, duties and authorities necessary for the proper conduct and administration of the affairs of the Association; and

WHEREAS, for the benefit of the Association and of the individual Unit Owners, the Board deems it necessary and desirable to establish procedures for dispute resolution in circumstances where there is a dispute between Unit Owners or between the Association and Unit Owners regarding compliance with the provisions of the Articles of Incorporation, the Declaration of Covenants and Easements, the By-Laws, and Rules and

Regulations of the Association (collectively known as “Association Documents”),
thereby attempting to minimize the necessity of judicial intervention and litigation; and

WHEREAS, the Board has the power to enforce on its own behalf and on behalf
of the Unit Owners, all of the provisions and restrictions set forth in the Association
Documents including the regulation, appearance and use of the Units and Common Areas
and has the authority to notify Unit Owners of activity which violates the Association
Documents and to delegate its enforcement rights as herein provided; and

WHEREAS, the Board deems it necessary to adopt a uniform procedure for the
resolution of Disputes between the Unit Owners and the Association, and between Unit
Owners, through the process of negotiation, mediation and non-binding arbitration prior
to the institution of binding arbitration or litigation; and

WHEREAS, the Board wishes to specify in detail the duties, power and authority
of the Alternative Dispute Resolution Committee by resolution;

NOW, THEREFORE, BE IT RESOLVED, by the Board that the following
ADR procedure be and it hereby is adopted, ratified and confirmed:

I. INITIAL EFFORTS TO RESOLVE DISPUTES

1. Any Unit Owner, Officer, Director or agent of the Association has the authority to request that a Unit Owner cease and correct any act or omission which appears to be in violation of the Association Documents. Such informal requests should be made before the formal ADR Procedure is initiated.
2. With respect to the use of any facility where a violation of the rules for the use of the facility might endanger life, limb, property or equity of the Association, any

duly authorized agent of the Association may, without further notice, suspend for a period of not greater than seventy-two (72) hours the right of any Unit Owner to use such facility, if an oral request to cease or correct the violation has not caused such violation to cease. Thereafter, the Board shall have the right to continue any such suspension until such time as the Dispute is finally resolved.

3. The Association, on its own initiative or upon the receipt of a formal written complaint from a Unit Owner may make initial attempts to secure compliance with the Association Documents through correspondence to the Unit Owner which states the time, date, place and nature of the violation and which sets forth the time period in which the violation must be corrected ("Initial Notice"). Such Initial Notice shall indicate that the Unit Owner may elect, within ten (10) days after receipt of the Initial Notice, to proceed to mediation prior to the initiation of enforcement proceedings by the ADR Committee in the event the Unit Owner disputes the allegations contained in the Initial Notice. The Unit Owner shall make such election by sending written notice to the Association of the Unit Owner's request to mediate ("Notice of Mediation").
4. If the Unit Owner, within the ten (10) day period, (i) does not deny in writing the allegations set forth in the Initial Notice or (ii) fails to make the election to proceed to mediation, all allegations contained in the Initial Notice shall be deemed admitted and the Board shall have the right to impose the sanctions listed in Paragraph 24 of this Resolution without any further hearings or proceedings.

The Initial Notice shall also advise the Unit Owner as to the consequences of failure to respond. If there is a written denial of such allegations and no election to proceed to mediation, the Dispute shall be promptly referred to the ADR Committee for a hearing and decision pursuant to the applicable Association Documents.

5. Either prior to the Unit Owners electing to proceed to mediation or after mediation has been elected but before it has commenced, the parties shall attempt in good faith to resolve any controversy, claim or dispute arising out of or relating to the Association Documents or the breach, enforceability or validity thereof promptly by negotiation between such parties. A Dispute shall not include issues relating to (i) the payment or nonpayment of regular and/or special common expense assessments levied against a Unit in accordance with the Association Documents, (ii) election issues, or (iii) alleged non-compliance by the Board with the Association Documents or applicable law. Should the parties fail to resolve the Dispute through negotiation within thirty (30) days after the receipt of the Initial Notice and the timely receipt of the Unit Owner's Notice for Mediation, then and in such event, the parties may proceed to mediation as provided hereafter.

II. MEDIATION OPTION

6. The formal mediation process may be initiated upon the written request of all parties to the Dispute or unilaterally by an individual Unit Owner, if the

Association is a party to the Dispute (the "Request for Mediation"), the form of which shall be provided by the Association. The Request for Mediation shall contain a brief statement generally setting forth the source and nature of the Dispute. The Request shall be accompanied with a deposit in the amount of \$50.00 in case of a mediation by a member of the ADR Committee or \$200.00 in the case of any other qualified mediator. Said deposit shall be held in escrow by the Association's managing agent ("Escrow Agent") and applied against all costs of the mediation, including, but not limited to, the fees of the mediator, if any. The Escrow Agent shall be entitled to release the funds as directed by the mediator, unless the parties agree otherwise in writing. Failure to tender the deposit with the Request for Mediation shall result in a rejection of the Request for Mediation by the Association.

7. The mediation shall be conducted in accordance with the Mediation Rules of the American Arbitration Association (the "AAA") then in effect, and as modified by this Resolution. The mediator shall be a member of the ADR Committee or any other qualified mediator who is mutually acceptable to the parties or designated by the Chairperson of the ADR Committee if the parties cannot agree.
8. Promptly upon receipt of a Request for Mediation, together with the appropriate fee, the Association shall provide the parties with the names and resumes of
(i) those members of the ADR Committee who are available to mediate the Dispute or (ii) three impartial persons from a list of impartial persons maintained

by the Association and who would qualify as a mediator. If a member of the ADR Committee is not acceptable to the parties, the parties (i) shall attempt to select a mediator from the other names provided, or (ii) may agree on another person to act as a mediator. If they are unable to agree on a mediator within five (5) days of the date of the Request for Mediation, the mediator shall be selected by the Chairperson of the ADR Committee. In the event of a Dispute between the Association and a Unit Owner, only the Unit Owner shall have the right to choose the mediator from the members of the ADR Committee or the other names provided. In all cases, the appropriate fee shall be paid to the Association prior to the appointment of the mediator.

9. Each party to the mediation may prepare and submit to the mediator, no later than 48 hours prior to the time scheduled for the mediation session contemplated by Paragraph 10, a written statement setting forth in ordinary and concise language the acts or omissions from which the Dispute arose (the "Position Statement"). The Position Statement should specify the specific provisions of the Association Documents which have been violated and/or the party's defense to the alleged violations. The Position Statement shall not (i) exceed three (3) typewritten pages, (ii) be construed as a pleading nor (iii) limit the evidence the parties may later use in an arbitration proceeding or at a civil trial, if mediation does not result in settlement. No responsive or supplemental statements shall be permitted.
10. Within five (5) business days after the mediator has been selected, both parties

and their respective attorneys, if any, shall meet with the mediator for one mediation session of not more than four (4) hours. If the Dispute cannot be settled at such mediation session, or at any mutually agreed upon continuation thereof, the mediator may terminate the mediation at its sole discretion or any party may give written notice to the others and the mediator declaring the mediation process at an end, in which event the Dispute shall be promptly referred to the ADR Committee for a hearing and decision pursuant to the applicable Association Documents.

11. The mediator shall manage the mediation proceedings as the mediator deems best so as to make the mediation expeditious, economical and less burdensome than arbitration or litigation. The mediator shall be responsible for controlling the procedural aspects of the mediation proceedings. The mediator shall not have the authority to impose a settlement on the parties, but to make recommendations for settlement and assist the parties in trying to reach a satisfactory resolution of the Dispute.
12. If the parties agree to settle the Dispute as part of a mediation proceeding, such settlement shall be memorialized in a written agreement, signed at the conclusion of the mediation by each of the parties to the mediation (the "Settlement Agreement").
13. Mediation proceedings shall be conducted in private. Only the parties, their representatives and the mediator shall attend the proceedings. Other persons may

attend only upon the express consent of the parties and the mediator. All proceedings of, or writings generated in connection with, the mediation conference, including the Position Statement, Settlement Agreement, mediator's settlement recommendations, and any statement made by any party, attorney or other participant, shall in all respects be considered as part of the settlement efforts and therefore privileged and non-admissible in a court of law or arbitration, and nothing said or disclosed, nor any document produced, which is not otherwise independently discoverable, shall be offered or received as evidence or used for impeachment or for any other purpose in any current or future arbitration proceedings or litigation, except that any party shall have the right to enforce the Settlement Agreement in accordance with its terms.

14. All costs of the mediation, including, without limitation, the fees of the mediator, if any, shall be shared equally by the parties to the Dispute. Should the escrow deposit be insufficient for this purpose, the parties shall deposit an additional sum with the Escrow Agent in an amount sufficient to cover the additional costs of the mediation.

III. EFFECT OF ADR COMMITTEE DECISION

15. The ADR Committee shall hold a hearing on any unresolved Complaint within thirty (30) days after receipt of written notice of (i) any decision, other than an aggrieved party's default, not to proceed to mediation or (ii) the unsuccessful conclusion of mediation proceedings, whichever first occurs. In such event, all

parties shall be given at least ten (10) days prior to the written notice of the right to be heard, with or without counsel, and the right to cross-examine witnesses with respect to the violations alleged in the Complaint. At the conclusion of the hearing, the ADR Committee shall have the right to either dismiss the charges or to impose the sanctions or remedies contemplated in Paragraph 24 of the Resolution.

If the Dispute is ultimately heard and a decision is rendered by the ADR Committee ("Decision") pursuant to the Association Documents, the Decision shall be binding upon all parties unless an aggrieved party other than the Association initiates binding arbitration procedures or litigation within forty-five (45) days, if applicable, after receipt of written notice of the Decision. Moreover, the decision may not be appealed by the Board. If no such proceedings or litigation are formally commenced within such forty-five (45) day period, then a party may only seek judicial review of the Decision upon the grounds that it was obtained through fraud, corruption or misconduct or in contradiction of the Association Documents or New Jersey law.

16. If the Dispute is referred on a timely basis to binding arbitration after a Decision is rendered by the ADR Committee, it shall be heard by a sole arbitrator acceptable to the parties who is certified by the Association and selected from a panel of 3 names supplied by the AAA. If they are unable to agree upon one of the persons or someone else to act as an arbitrator within the time limit imposed

by the AAA, then the arbitrator shall be selected by the AAA. Referral of a Dispute to arbitration shall be by a party aggrieved by the Decision other than the Association. Any issue as to whether or the extent to which the Dispute is subject to arbitration shall be decided by the arbitrator.

17. A formal arbitration proceeding shall be commenced upon the filing with the AAA of a Notice of Intent to Arbitrate (the "Arbitration Notice"). The form of Arbitration Notice shall be provided by the AAA. The Arbitration Notice shall contain a brief statement generally setting for the source and nature of the Dispute, and shall be accompanied by the filing fee required by the AAA. By such submission of the Arbitration Notice, the aggrieved party acknowledges and confirms his/her intent to abandon his/her right to have the dispute decided in court by a judge or jury.
18. The arbitration shall be conducted in accordance with the applicable Rules of the "AAA" then in effect, and as may be modified by this Resolution or by the arbitrator. The arbitration shall be governed by the substantive law of the State of New Jersey, and the judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
19. Within twenty (20) days after the appointment of an arbitrator, a preliminary hearing among the arbitrator, the parties and counsel for the parties, if represented, shall be held for the purpose of developing a plan for management of arbitration, which shall be memorialized in an appropriate order. The matters

which may be addressed at the preliminary hearing include, without limitation, (a) definitions of issues; (b) scope, timing and types of discovery, if any; (c) schedule and place of hearings; (d) setting of other timetables; (e) submission of briefs; (f) whether , and to what extent, expert testimony will be required, whether the arbitrator should engage one or more neutral experts, and whether the engagement of experts by the parties can be obviated or minimized; (g) whether, and to what extent, the direct testimony of witnesses will be received by affidavit; and (h) any other matters which would promote the efficient, expeditious and cost effective conduct of the proceeding. This preliminary hearing or order may be waived if the arbitrator deems it appropriate under the circumstances.

20. Requests for discovery shall be submitted to the arbitrator not less than ten (10) days prior to the preliminary hearing. Each party shall provide the other with copies of documents relevant to the issues raised by any claim or counterclaim. The arbitrator shall permit such relevant discovery as he/she shall determine is appropriate under the circumstances, taking into account the needs of the parties and the desirability of making discovery expeditious and cost effective. Such discovery may include production of requested documents and depositions, particularly of witnesses who will not appear personally before the arbitrator to testify, if there is substantial, demonstrated need therefor. All discovery shall be completed within fifteen (15) days after the preliminary hearing unless extended by the arbitrator.

21. There shall be no dispositive motion practice. The arbitrator shall not be bound by the rules of evidence or of civil procedure, but may consider such writings and oral presentations as deemed reasonable by the arbitrator.
22. Any provisional remedy available from a court of law shall be available from the arbitrator to the parties pending final resolution of the Dispute. In the event a party deems it necessary to prevent irreparable harm from an alleged violation, such party may make an application to the arbitrator seeking preliminary injunctive relief to maintain the status quo or safeguard the property that is the subject of the Dispute until the arbitration award is rendered or the Dispute is otherwise resolved. If the arbitrator issues an injunction, the same may be enforced in the manner as any final award of the arbitrator.
23. A hearing on the Dispute shall be heard within twenty (20) days of the preliminary hearing and shall be concluded within five (5) hearing days, which need not be consecutive. The time limits are included to expedite the proceeding, but are not jurisdictional. The arbitrator, for good cause, may allow reasonable extensions or delays, which shall not affect the validity of the award. The hearing may be held at any place within the Burlington County, State of New Jersey designated by the arbitrator. Each party shall attend the hearing.
24. The arbitrator shall, within thirty (30) days of the conclusion of the hearing, determine the claims of the parties and render a final award, in writing. The arbitrator may, but is not required to, provide a concise statement of the general

basis for his/her conclusions. The award may be converted to a judgment and enforced in any court having jurisdiction to do so. The arbitration award may include (but is not limited to) the following remedies:

- (a) **Cease and Desist Order.** The arbitrator may issue a cease and desist order against a party prohibiting them from undertaking any action relating to the Dispute.
- (b) **Injunctive Relief or Specific Performance.** The arbitrator may issue an injunction or order specific performance of any obligation created under the Association Documents.
- (c) **Suspension of Privileges.** Disciplinary action imposed by the arbitrator may include suspending or conditioning the party's privileges to use the Association Common Areas and facilities. For any non-continuing infraction, such suspension shall be for a period of not more than thirty (30) days. For a continuing infraction, suspension may be imposed for so long as the violation continues.
- (d) **Award of Damages.** The arbitrator may assess damages, if any, against a party. The amount of damages to be assessed shall be determined according to the proofs in each case. For any violation, the damages to be assessed shall at least be such an amount as is required to compensate the opposing party or the Association for actual damages incurred. In no event shall the amount of damages assessed exceed the actual damages incurred

by the opposing party or the Association. The arbitrator shall have no authority to award punitive damages or other damages not measured by the prevailing party's actual damages.

(e) **Fines and Other Remedies.** The arbitrator shall also have the right to impose fines to the extent permitted under the Association Documents and by law.

25. Within thirty (30) days after delivery of an award to the parties, the arbitrator may make corrections on his/her own initiative, and corrections requested by a party, provided all such corrections are made in writing.
26. The arbitrator shall base his/her award on the provisions of the applicable Association Documents, and shall endeavor to follow the law and judicial precedent which a New Jersey Superior Court Judge sitting in Burlington County would apply in the event the Dispute were litigated in such Court. The arbitrator shall have no power or authority to render any judgment or award that is in contravention of the Association Documents or is clearly erroneous in its application of substantive law, and any such judgment or award shall be eligible for confirmation.
27. The arbitrator may award all or a part of a party's reasonable attorney's fees and costs associated with the arbitration, including the filing fee, taking into account the final result of the arbitration proceeding, the conduct of the parties and their counsel in the course of the arbitration and other relevant factors. The arbitrator

shall, in the final award, assess the amount of the costs of the proceedings.

However, in the absence of a specific award, all arbitration costs, including the arbitrator's fees, if any, shall be shared equally by the parties to the Dispute.

Should the escrow deposit be insufficient for this purpose, the parties shall deposit in advance an additional sum with the Escrow Agent in an amount sufficient to cover the additional costs of the arbitration.

28. Within forty-five (45) days after receipt of the award any aggrieved party may seek judicial review of the arbitration award solely and exclusively upon the grounds that it was obtained through fraud, corruption or misconduct, or in the event that the arbitrator's award is in direct contravention of the Association Documents or clearly erroneous in its application of New Jersey substantive law. Any suit, action or proceeding, whether at law or in equity and including any declaratory judgment or similar suit or action constituting or pertaining to such judicial review, shall be instituted in the Superior Court of the State of New Jersey. If the award is reviewed, the prevailing party shall be entitled to recover from the non-prevailing party all costs and reasonable attorney's fees incurred in the review of the proceedings.
29. If the judicial review is not commenced within forty-five (45) days after transmittal of the award, the arbitration award shall be deemed binding upon all of the parties. Thereafter, such award may be converted to a judgment and enforced in any court having jurisdiction to do so.


IV. GENERAL

30. A tenant shall have the right to avail himself/herself of the ADR procedure upon submission to the Association of written authorization by the Unit Owner of the Unit in which the tenant resides.
31. Any member(s) of the ADR Committee who serves as an arbitrator shall seek and be bound by the advice of the Association's counsel regarding any substantive or procedural legal issues.
32. Counsel for the Association shall be present at all arbitration hearings conducted by a member(s) of the ADR Committee and may also act as the hearing officer if so designated by the Chairperson of the ADR Committee. Otherwise, the person presiding over each hearing shall be that member of the ADR Committee designated by the ADR Committee Chairperson.
33. Any inadvertent omission or failure to conduct an adversary proceeding in exact conformity with this Resolution shall not invalidate the results of such proceeding, so long as a prudent and reasonable attempt has been made to ensure due process according to the general steps set forth herein.
34. All administrative costs for mediation or arbitration, including any fees and expenses of the mediator and/or arbitrator(s) shall be borne equally by the parties to the Dispute. In addition, the ADR Committee Chairperson shall require an advance deposit from the parties to cover their respective shares of any estimated fees and expenses of the mediator and/or arbitrator for the period up to and including the initial hearing.

35. The policy established in this Resolution shall become effective on 4-10-06, 2005 shall apply to the use of the Association's property from and after that date and supersedes all prior Resolutions regarding Alternative Dispute Resolution.

I, Gene Amodei, certify that on the date below that I am the President of the Marlton Village Homeowners Association and further certify that the above Resolution was approved by the Board of Directors on APRIL 10, 2006 and that the above Resolution was adopted by the Board of Directors of the Marlton Village Homeowners Association on the 10th day of APRIL, 2006 and as such is entered upon the minutes of said not for profit corporation.

DATED: 4/10/06


GENE AMODEI, PRESIDENT